

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

909 NJ, LLC

t/a Harry's of SW and SE

Application for a New

Retailer's Class A License

at premises

909 New Jersey Avenue, S.E.

Washington, D.C. 20003

License Number: 84834

ORDER NUMBER: 2010-396

909 NJ, LLC, t/a Harry's of SW and SE, Applicant

Ron McBee, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

Coralie Farlee, Chairperson, ABC Committee, ANC 6D

Robert Siegel, Commissioner, ANC 6D

**BEFORE:**

Charles Brodsky, Chairperson

Mital Gandhi, Member

Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member

Calvin Nophlin, Member

Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that 909 NJ, LLC, t/a Harry's of SW and SE, (Applicant), Applicant for a New Retailer's Class A License located at 909 New Jersey Avenue, S.E., Washington, D.C., Chairperson Ron McBee, Coralie Farlee, Chairperson of the ABC Committee, and Commissioner Robert Siegel on behalf of ANC 6D (collectively, the "Parties") have entered into a Voluntary Agreement (Agreement) dated June 14, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant, Chairperson Ron McBee, Chairperson Coralie Farlee, and Commissioner Robert Siegel are signatories to the Agreement.

909 NJ, LLC  
t/a Harry's of SW and SE  
License No: 84834  
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Accordingly, it is this 21st day of July 2010, **ORDERED** that:

1. The Application filed by 909 NJ, LLC, t/a Harry's of SW and SE, Applicant for a New Retailer's Class A license located at 909 New Jersey Avenue, S.E., Washington, D.C., is **GRANTED**;
2. This above-referenced Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and Advisory Neighborhood Commission 6D.


District of Columbia  
Alcoholic Beverage Control Board

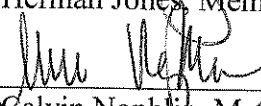
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Charles Brodsky, Chairperson

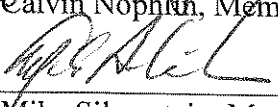
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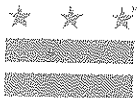
  
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Calvin Nophlin, Member

  
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Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

ABRA



**Advisory Neighborhood  
Commission 6D**

11014<sup>th</sup> Street, SW, Suite W130 • Washington, DC 20024  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)

□

### REVISED VOLUNTARY AGREEMENT

THIS REVISED VOLUNTARY AGREEMENT ("Agreement") is made on this 6<sup>th</sup> day of July 2010 by and between 909 NJ LLC t/a Harry's of SE & SW ("Applicant"), and Advisory Neighborhood Commission 6D ("Protestant"), (collectively, the "Parties"). This revised Voluntary Agreement replaces the Voluntary Agreement dated June 14, 2010.

### WITNESSETH

WHEREAS, Applicant has applied for a License Class A for a business establishment ("Establishment") located at 909 New Jersey Avenue, S.E., Washington, D.C., 20003 ("Premises"). This Class A liquor store will sell spirits, beer, and wine, with occasional tastings, with other products such as food, and tobacco products also offered.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into this Revised Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

WHEREAS, The Applicant will manage and operate a Class A liquor store license selling spirits, beer, and wine, with occasional tastings, with other products such as food, and tobacco products also offered.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.

2. ***Public Space and Trash.*** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building/area. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

During and after tastings, no containers, cups, bottles/cans, etc. shall be permitted to leave or be outside of the indoor closed area regardless of content.

3. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board.

4. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Protestants are concerned that the area sought by the Applicant for the Premises will pose security and crime issues. Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises and shall post a "no loitering" sign that is visible to the public. This will include providing appropriate security, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

Applicant shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover indoor, all entrance, and exits and any crowded spaces.

Applicant shall maintain a log which will contain entries of all incidents for which MPD service has been requested, along with description of the incident, name of employee or contractor involved, name of victim or complainant, and how the incident was resolved.

5. ***Compliance with other DC Laws and Regulations.*** The Applicant agrees to the following:

A. The sale of drug paraphernalia is illegal (see 48 D.C. Code section 1103—violation is subject to jail and or fine for the first offence) as is the sale of single or loose cigarettes. In this context, the Applicant shall not sell any drug paraphernalia or specified items that can assist in drug use. This includes: Cigarette rolling papers; cocaine freebase kit materials; Pipes or any kind (metal, wooden, acrylic, glass, stone, plastic or ceramic), spoons, marijuana bongs, roach clips, cigar screens; Individual Brillo (other names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging; Small plastic zip lock bags (less than ¾" in size); Single or loose cigarettes; "Blunt" papers, blunt wrappers and tobacco leaves; and Single / individual razor blades that are not contained in tagged manufactured packaging.

B. The Applicant agrees also that, in accordance with DC Law 17-0287, it shall not (a) divide a manufacturer's package of more than one container of beer, malt liquor, or ale, to sell an individual container of the package if the capacity of the individual container is 70 ounces or less; or (b) sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes.

6. ***Participation in and Support of the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts and will endeavor to provide support to improve the quality of life for residents of the neighborhood, including support to civic and cultural organizations in the ANC6D07 of the near SE/SW community. The Applicant will not advertise tobacco and alcohol on the exterior walls of the property used by The Applicant to conduct business. The Applicant will promptly (that is within 30

days) remove or paint over any graffiti written on the exterior walls of the property used by The Applicant to conduct business.

7. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: 909 NJ LLC t/a Harry's of SW and SE  
909 New Jersey Avenue, S. E.  
Washington, DC, 20003  
Attn: Ajay K. Malhotra  
571-275-0897  
Email: malhotra\_savita23@yahoo.com

If to Protestants: Advisory Neighborhood Commission 6D  
P. O. Box 71156  
Washington, DC 20024-9998  
Attn: Chair, ANC  
(202) 202 554-1795  
Fax (202) 202 554-1774  
Email: office@anc6d.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

**PROTESTANT:****Chair, ABC Committee, ANC6D**

Coralie Farlee 7/6/10  
Coralie Farlee Date

**ANC6D07**

Robert M Siegel 7/6/10  
By: Robert Siegel Date

**Chair, ANC6D**

Ron McBee 7/6/10  
Ron McBee Date

**APPLICANT:**

909 NJ LLC t/a Harry's of SE &amp; SW

[Signature]  
By: Ajay K. Malhotra, President Date 7.6.10



**Advisory Neighborhood  
Commission 6D**

1101 4<sup>th</sup> Street, SW, Suite W130

Washington, DC 20024

Office: 202 554-1795 • FAX: 202 554-1774

office@anc6d.org

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE  
REGULATION ADMINISTRATION

2010 JUL -9 A 3:24

July 8, 2010

Mr. Charles Brodsky, Chair  
Alcoholic Beverage Regulatory Administration  
1250 U Street, N.W.  
Washington, D. C. 20009

**Re: Submission of Revised Voluntary Agreement dated July 6, 2010, for 909 NJ LLC  
t/a Harry's of SE & SW.**

Dear Mr. Brodsky

ANC6D is submitting the attached revised Voluntary Agreement for Harry's of SE & SW. This replaces the VA dated June 14, 2010.

This revised VA complies with "requests for amendments and/or omissions" conveyed to ANC6D by AAG Thea Davis by e-mail dated June 28, 2010.

We look forward to receipt of the ABC Board order for this VA.

Please feel free to contact me; Bert Randolph, Administrative Assistant, ANC6D; or Coralie Farlee, Chair of the ABC Committee, ANC6D (phone 554-4407; e-mail [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com)).

Sincerely,

Ron McBee  
Chairman 6D

Attachment:  
VA for Harry's SE & SW 7/6/10

Cc: Martha Jenkins  
Thea Davis ✓